

# **AGREEMENT**

**By and Between**

**CITY OF SEATAC**

**AND**

**Washington State Council of County and City  
Employees American Federation of State,  
County and Municipal Employees, AFL-CIO  
Local 3830**

**January 1, 2003 through December 31, 2005**

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## **PREAMBLE**

THIS AGREEMENT is entered into by and between the City of SeaTac, (hereinafter referred to as City or Employer, interchangeably) and the Washington State Council of County and City Employees (WSCCCE), American Federation of State, County and Municipal Employees, AFL-CIO, Local 3830 (hereinafter referred to as Union).

It is the purpose of this document to set forth a mutual understanding between the City and the Union in regard to wages, hours and working conditions so as to promote efficient and uninterrupted performance of City functions. It is the City's responsibility to provide services that promote the health, safety and welfare of the public and employees through means that are cost-efficient, progressive, responsive, courteous, and productive. The City and the Union share a mutual interest in engaging in collaborative efforts to promote a labor relations environment that is conducive to achieving a high level of efficiency and productivity in all departments of City government, to encourage the safety and development of employees, and to ensure prompt and fair settlement of grievances without interruption of or interference with the operation of the City. It is also intended that this document provide recognition for the rights and responsibilities of the City, Union and employees.

## **ARTICLE 01 - RECOGNITION AND BARGAINING UNIT**

- 01.01** Pursuant to RCW 41.56, the City recognizes the Union as the exclusive bargaining representative for the purpose of establishing wages, hours and conditions of employment, for all regular full-time employees and regular part-time employees whose positions are budgeted and whose classifications are listed in Attachment A, herein. A regular part-time position is an ongoing position scheduled to work twenty (20) or more hours per week.
- 01.02** The following employees will be excluded from the bargaining unit: all other represented employees of the City; all department managers, supervisors, and confidential employees as defined by PERC, and all employees classified as temporary who are needed to augment the workforce during absences, peak periods or emergent situations.

## **ARTICLE 02 - UNION SECURITY**

- 02.01** Except as provided in Section 02.02 hereof, it shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing, shall remain members in good standing in the Union. It also shall be a condition of employment that all newly hired employees covered by this Agreement on the thirtieth day following the beginning of such employment, shall become and remain members in good standing in the Union.
- 02.02** If an employee:
1. For bona fide religious tenets, as per R.C.W. 41.56.122(1), does not desire to be a member of the Union, one of the following shall apply.
    - a. Pay each month a service charge equivalent to regular union dues to the Union.
    - b. Pay each month an amount of money equivalent to regular current union dues to the Union, who shall then transmit that amount to a non-religious charity that is agreeable to the Union and the Employer.
  2. Does not wish to be a member of the Union, such an employee may pay an amount to the bargaining representative equivalent to the regular dues and initiation fees of the bargaining representative, less the amounts not related to collective bargaining, and shall be ineligible to vote in and participate in union meetings or activities. Such fees shall be deducted and forwarded to the bargaining representative in the same manner as dues and fees for any other member of the bargaining representative. Employees choosing to utilize such an option shall comply with all established legal and Union guidelines. Written authorization is necessary for the payroll deduction of union dues or alternative payments as set forth in sub-paragraphs a and b above. Any employee failing to comply with a paragraph 1 or 2 of this Section will be terminated if the employee has still not complied after notice of non-compliance given by the Union to the employee at least two (2) weeks in advance of the proposed termination date, with a copy of the notice also being given two (2) weeks in advance to the employer.
- 02.03** The Employer agrees to deduct from the paycheck of each employee the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the WSCCCE on behalf of the employees with a list of the employees' names, salaries and individual amounts deducted.

1. Regular part-time employees whose normal work schedules are twenty (20) or more hours per week shall become and remain members of the union in accordance with this article, and shall pay a pro-rated amount of dues. Employees whose normal work schedules are less than twenty (20) hours per week shall not be required to join or maintain union membership.

**02.04 P.E.O.P.L.E. Check-off**

The employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. (Public Employees Organized To Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the employer. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**02.05** The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with provisions of this Article.

**02.06** The Union agrees to refund to the City any amount paid to it in error as a result of compliance with this Article.

### **ARTICLE 03 - UNION ACCESS**

**03.01** The employer agrees that non-employee officers and representatives of the Union shall have reasonable access to the premises of the employer during working hours with advance notice to the Human Resources Director, City Attorney or City Manager. Such visitations shall be for reasons related to the administration of this Agreement. The Union agrees that such activities shall not interfere with the normal work duties of employees. The employer reserves the right to designate a meeting place or to provide a representative to accompany a union officer where operational requirements do not permit unlimited access.

**03.02** The Employer shall permit the use of bulletin boards and electronic mail by the Union for the posting of official union notices such as: union elections and election results, meetings, minutes of meetings, recreational and social activities, and other information of general interest to the membership. The Union shall ensure that all such postings comply with applicable law and are not offensive.

**03.03** With prior notice to the Human Resources Director or City Manager, the Employer shall grant employees (and may limit the number to two) who are local union officials reasonable time off with pay to attend scheduled meetings with City Management for the purpose of administering this agreement. In addition, local union officials may be granted reasonable time off with pay to investigate grievances and represent employees during grievances, disciplinary and/or discharge, investigations and proceedings.

## **ARTICLE 04 – MANAGEMENT RIGHTS**

- 04.01** Subject to the provisions of this Agreement, the Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with applicable laws. The powers of authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.
- 04.02** The direction of its working force and operations are vested exclusively in the Employer. This shall include the right:
1. To determine its mission, policies, and to set forth all standards of service offered to the public;
  2. To operate and manage all staffing, facilities and equipment;
  3. To determine the methods, means, number of personnel needed to carry out the department's operations or services to be conducted by the department;
  4. To determine the utilization of technology;
  5. To contract out for goods and services, except for bargaining unit work performed on a regular and consistent basis;
  6. To hire, promote, transfer, assign, retain and layoff employees;
  7. To promulgate rules and regulations;
  8. To discipline, suspend, demote or discharge employees for just cause;
  9. To maintain the efficiency of the operation entrusted to the Employer; and
  10. To determine the manner in which such operations are to be conducted.

## **ARTICLE 05 - NON-DISCRIMINATION**

The City and the Union shall not discriminate against employees of the City on the basis of their rights as a Union member, race, religion, creed, color, national origin, sex, age, marital status, or any physical, sensory or mental disability, unless such characteristics are a bonafide occupational qualification. The City and the Union acknowledge their mutual support for equal employment opportunity and their commitment to abide by all governing non-discrimination statutes.

## **ARTICLE 06 - PERSONNEL FILES**

- 06.01** The contents of the personnel files, including the personal photographs, shall be confidential and shall be restricted to the extent provided by law; provided that information contained in the personnel files may be released to any individuals or organizations upon written authorization of both the City and the employee.
- 06.02** The Human Resources Department shall be the central depositor for all official personnel records and files. All official personnel records shall be maintained by the Human Resources Department.
- 06.03** Employees shall be given a copy of any item or document upon its being placed into their personnel file.

## **ARTICLE 07 - NO STRIKE NO LOCKOUT**

- 07.01** The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement neither the Union nor the employees covered by this Agreement shall cause, engage in or sanction any work stoppage, strike, slowdown or interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The City shall not institute any lock-out of its employees during the life of this Agreement
- 07.02** The Union may sanction actions taken by other unions so long as such a sanction does not conflict with the provisions of Section 07.01.

## **ARTICLE 08 - DISCIPLINE AND DISCHARGE**

- 08.01** The City shall not discipline or discharge any post-probationary employee without just cause. Any employee may choose to have a Union representative present at all meetings during which it is anticipated that disciplinary or discharge proceedings may take place.
- 08.02** The City agrees with the tenets of progressive and corrective discipline, where appropriate. Disciplinary action generally includes the following progressive steps:
1. Oral warning which shall be reduced to writing;
  2. Written reprimand;
  3. Suspension or demotion; and
  4. Discharge
- 08.03** Any formal written reprimand in an employee's personnel file will be removed, upon request of an employee after two (2) years if there has been no recurrence of the type or kind of conduct giving rise to the reprimand. Oral warnings are reduced to writing for documentation purposes. Oral warnings shall be incorporated into the employee's file and shall be destroyed after a one (1) year period if no further discipline for the same or a similar offense occurs.

## **ARTICLE 09 - LABOR MANAGEMENT MEETINGS**

- 09.01** The Employer and the Union have established a Labor-Management Meeting process wherein the parties may meet periodically during the term of this Agreement to share information and to identify and resolve issues.
- 09.02** The Parties shall meet quarterly, however, meetings may be canceled upon mutual agreement if there are no agenda items submitted for review.
- 09.03** It is understood that any items discussed in the Labor Management Meetings shall not add to or alter the terms of this agreement. It is also understood that neither party to this agreement waives its right to negotiate any mandatory subject of bargaining.
- 09.04** The Union shall have three (3) employee representatives scheduled to attend labor management meetings. Additional members may be invited by mutual agreement of the parties if needed to assist with specific issues. The City shall have approximately the same number of members attend the labor management meetings.



## **ARTICLE 10 - GRIEVANCE PROCEDURES**

### **10.01 Purpose**

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest level in the Grievance Procedure.

### **10.02 Definition**

For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of any provision of this Agreement. A grievant is defined as an employee or group of employees who are represented by the Union. Grievances shall be processed in accordance with the following procedures within the stated time limits:

### **10.03 Grievance Steps**

#### **Step One:**

Within ten (10) working days of knowledge of the incident giving rise to the grievance, the grievant along with a Union representative shall request, in writing, a meeting with the supervisor. The grievant, with a Union representative shall meet with the supervisor within ten (10) working days of the request to settle the grievance. The supervisor shall respond to the grievant and the Union President within ten (10) working days of the meeting. If either the Union or the Employer desires, grievances may be initiated at Step Two of the grievance process adhering to the submission timelines above.

#### **Step Two:**

If the grievance, isn't settled at Step One, the Union on behalf of the grievant shall present the grievance in writing within ten (10) working days of the conclusion of Step One to the Department Head or his/her designee with a copy to the Human Resources Director. The written grievance shall include the date of submission to this process, date of alleged violation, facts and circumstances, the specific article of this Agreement that was allegedly violated, and the corrective action requested. The Department Head or his/her designee and the Human Resources Director shall meet with the grievant and the Union representative within ten (10) working days of receipt and shall render a written response to the grievant, the Local Union President, and the Council 2 Staff Representative within ten (10) working days of the conclusion of the meeting. Representatives of the Union, the grievant and the City may be involved in the Grievance Procedure at this step.

#### **Step Three:**

If the Union is not satisfied with the solution of the Department Head or his/her designee and the Human Resources Director, the Union shall submit the written grievance to the City Manager within ten (10) working days from the date of receipt of the Department Head's/Human Resources Director's reply. The City Manager or his/her designee shall meet with the grievant and the Union's representative within ten (10) working days of receipt of the grievance. The City Manager shall render a written response to the grievant, the Union President, and the Council 2 Staff Representative within ten (10) working days of the conclusion of the meeting.

**Step Four:**

Upon mutual agreement, a grievance not resolved under the above steps may be referred to alternative dispute resolution sources for mediation. If the parties do not agree to the use of mediation or if resolution is not achieved through the mediation process, the grievance may be referred to arbitration by the Union. The Union shall give notice of its intention to arbitrate within ten (10) working days following completion of the steps listed in the aforementioned sections.

**10.04 Request**

The Union demanding arbitration of a grievance shall request the same in writing and name its arbitrator. The other party shall, within ten (10) working days after receipt of such request, name its arbitrator and notify the party demanding arbitration of its selection in writing. The two thus selected shall select a third arbitrator. Selection of the third arbitrator may be done by process of elimination from a list of seven (7), unless otherwise mutually agreed, qualified arbitrators submitted by the American Arbitration Association, the Federal Mediation and Conciliation Service or other source upon mutual agreement. The party striking the first name shall be determined by a coin toss. The third arbitrator shall serve as chairperson of the board of arbitration comprised of the three arbitrators. If both the Union and the Employer agree, a single arbitrator may be used in lieu of the board of arbitrators. In addition, the Union and the Employer, upon mutual agreement, may agree upon a single arbitrator without utilizing an outside referral service.

**10.05 Informal**

All meetings and hearings under this procedure shall be kept informal and private and shall include only such parties of interest and/or their designated representatives.

**10.06 Decision**

Said board of arbitration, or arbitrator, shall render a decision within thirty (30) calendar days from the adjournment of the formal hearing.

**10.07 Power limited**

The power of the board of arbitration, or arbitrator, shall be limited to interpreting this Agreement, determining if the disputed article has been violated and awarding a remedy. Neither the board of arbitration, nor arbitrator, shall have any authority to alter, modify, vacate or amend any terms of this Agreement. The decision of the board of arbitration, or arbitrator, within these stated limits shall be final and binding on both parties.

**10.08 Costs**

Expenses and compensation for the chair of the board of arbitration's services, or mediation service, and the proceedings shall be borne by the non-prevailing party. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own arbitrator, attorney's or other representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record. It is provided, however, that if the grievance presented for arbitration involves multiple parts/issues, and if the decision of the board of arbitration results in each of the parties prevailing on different parts/issues, then, in that case, the expenses and compensation for the chair of the board of arbitration's services and the proceedings shall be borne equally by the parties.

**10.09 Election of remedies**

It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies. Likewise, litigation of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

**10.10 Authority**

In the event the board of arbitration finds that it has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

**10.11 Time limits**

Any and all time limits and/or steps specified in the Grievance Procedure may be waived by mutual agreement of the parties. Failure by the employee or Union to submit the grievance in accordance with these time limits and/or steps without such waiver shall constitute an abandonment of the grievance. Failure by the City to submit a reply within the specified time limits shall automatically cause the grievance to advance to the next step of the Grievance Procedure.

**ARTICLE 11 - WAGES**

- 11.01**
1. Effective January 1, 2003, a cost of living adjustment (COLA) that is equivalent to 90% of the CPI-W Seattle-Tacoma-Bremerton, June to June index, shall be applied to all bargaining unit salary ranges listed in Attachment A of the Agreement.
  2. Effective January 1, 2004, a cost of living adjustment that is equivalent to 90% of the CPI-W Seattle-Tacoma-Bremerton, June to June index, shall be applied to all bargaining unit salary ranges listed in Attachment A of the Agreement.
  3. Effective January 1, 2005, a cost of living adjustment that is equivalent to 90% of the CPI-W Seattle-Tacoma-Bremerton, June to June index, shall be applied to all bargaining unit salary ranges listed in Attachment A of the Agreement. The COLA shall have a minimum of 2% and a maximum of 4% for all bargaining unit employees effective January 1, 2005.
  4. The City agrees to perform a salary survey for certain positions as listed in Attachment B and adjust the salary ranges for these positions based upon the salary survey data. Positions reviewed in 2003 shall have any salary adjustment effective on January 1, 2004. Positions reviewed in 2004 shall have any salary adjustment effective January 1, 2005.
  5. If any employee's classification is reviewed and found to be paid above the new salary range, this employee shall be grandfathered at such a rate. Such an employee shall receive a COLA equal to 50% of the cost of living adjustments provided under this article until the top step of the assigned classification's salary range exceeds the employee's salary.

- 11.02** Employees shall be eligible to receive salary increases based on merit, annually, in the amount of 5%, not to exceed the maximum amount identified in the salary range. If the performance appraisal to determine whether or not the employee has achieved meritorious performance is not completed by the supervisor within one month of the employee's anniversary date, the employee will automatically receive a salary step increase.

## **ARTICLE 12 -OUT OF CLASS PAY**

- 12.01** An employee who is temporarily assigned, in writing, the work and/or responsibilities of a higher classification for eight (8) consecutive hours or longer if on an alternative work schedule, shall be paid at the rate of pay assigned to the higher classification effective the first day of the assignment.
- 12.02** In assigning out-of-class work, supervisors will rotate the assignment of work among the available qualified employees in the next lower classification within the department/division.

## **ARTICLE 13 - HOURS OF WORK**

- 13.01** The normal work week shall be five (5) consecutive days of not more than eight (8) hours per day, exclusive of lunch period. The regular hours of work each day shall be consecutive except for lunch periods.
- 13.02** All full-time employees shall be granted a lunch period of one-half (1/2) hour during each work shift. The lunch period shall be scheduled at approximately mid-shift. Employees shall be entitled to one (1) fifteen (15) minute rest period during each half-day shift.
- 13.03** All employees shall be paid at the rate of time and one-half (1/2) their regular rate of pay for all compensated time in excess of forty (40) hours per week, exclusive of lunch period.
- 13.04** Employees working mandatory overtime shall have the right to request, and supervisors shall approve compensatory time off at the same ratio as overtime rate in lieu of cash payment for overtime. Compensatory time can be accrued up to a maximum of eighty (80) hours. Employees working overtime for special events for which participation is voluntary shall be paid overtime only, unless the Department Head specifically agrees to allow compensatory time.
- 13.05 Flexible Work Schedules.**  
Recognizing that a change in working hours may benefit both the employee and the City or that such a change may benefit one without detriment to the other, the City and affected employees may, by mutual agreement, modify normal work hours. Any flexible hours may be terminated by the City if found detrimental to the City. The reasons for approval, denial or termination of flexible work schedules shall be given, in writing, to all affected employees and the Union.

## **ARTICLE 14 – STANDBY**

The Employer will not require any employee covered by this Agreement to perform standby duty.

## **ARTICLE 15 - CALL OUT**

When an employee is called out or back to work he/she shall be entitled to a minimum of two (2) hours call-out-time, inclusive of a maximum of one-half hour of travel time.

## **ARTICLE 16 - INSURANCE BENEFITS**

### **16.01 Medical Insurance**

During the term of this agreement the employer will provide the selection of the following medical plans (or their successor plans) to all full-time regular employees with the following conditions:

1. The AWC Medical Plan B, effective 01/01/03  
City pays 100% employee premium  
City pays 95% dependent premium OR

Group Health Cooperative Medical Plan, effective 01/01/03. For employees who choose the Group Health Plan, the City will pay up to the dollar amount paid for employees and their dependents on AWC Plan B.

2. The AWC Medical Plan B, effective 1/1/04 and 1/1/05  
City pays 100% employee premium  
City pays 90% dependent premium OR

Group Health Cooperative Medical Plan, effective 1/1/04 and 1/1/05. For employees who choose the Group Health Plan, the City will pay up to the dollar amount paid for employees and their dependents on AWC Plan B.

The City will explore with the Union alternative medical insurance benefits which may be available and provide better or similar benefits for the same or lower costs.

3. If state or federal legislation changes health care insurance, where the costs of health insurance increase over the CPI-W Seattle-Tacoma-Bremerton, June to June index for 2002, 2003 or 2004, the Employer, in consultation with the Union shall have the right to negotiate benefits to contain the costs of health insurance. To the extent that a legislative change involves the repeal of the current health insurance reform legislation, that shall not constitute a change in health care insurance, even if health insurance costs do increase for that year.

### **16.02 Dental Insurance**

Effective January 1, 2003, the City will provide the AWC Washington Dental Services Plan E including orthodontics coverage as provided to non-represented employees (or its successor plan) to all full time regular employees and their dependents, and will pay 100% of the premium.

### **16.03 Life Insurance**

During the term of this Agreement the City will provide life insurance at one time (1x) the employee's annual salary for all full-time regular employees through Standard Insurance Company (or its successor plan) and will pay 100% of the premium.

This plan covers the following:

- Life Insurance/Accidental Death & Dismemberment
- Survivor Income Life Insurance
- Long Term Disability

**16.04 Vision**

The City will provide a family vision plan with a \$25 deductible, for all bargaining unit employees.

**ARTICLE 17 - SICK LEAVE**

**17.01 Accrual of Sick Leave**

All full-time regular employees shall accrue sick leave at the rate of eight (8) hours for each month of employment including the probationary period of employment.

**17.02 Use of Sick Leave**

Sick leave shall not be available for use during the first thirty (30) days of the probationary employment period and, thereafter, will be granted for, and shall be used for, the following purposes only:

1. Personal illness, injury, hospitalization, or out-patient medical care;
2. Medical quarantine;
3. Medical appointments (including vision and dental);
4. Death of a member of the employee's immediate family; after exhausting bereavement leave.
5. Care of a member of an employee's immediate family (spouse, child, grandchild, parents, parents in-law, grandparents, brother or sister) or any family member or other person dependent upon the employee, with a health condition that requires treatment or supervision; and
6. Disability of the employee due to pregnancy and/or childbirth.

**17.03 Procedure For Claiming Sick Leave**

Employees shall promptly notify their Department Head or designee of any condition or anticipated condition necessitating the use of sick leave and shall keep the Department Head or designee informed of the expected duration of the employee's absence. Upon return to work, the employee shall complete any required sick leave forms. The Department Head or designee may also require proof of illness if the employee has been previously counseled about use of sick leave.

**17.04 Transfer To Leave of Absence, Vacation or Compensatory Time**

If any employee exhausts all accrued sick leave, but is still unable to return to work, such employee may use vacation, or accrued compensatory time; or may request from the Department Head to use unpaid leave.

**17.05 Penalties For Abuse of Sick Leave**

Any employee found to have abused sick leave benefits by falsification or misrepresentation shall be subject to disciplinary action, and shall further be required to reimburse to the City all compensation paid to such employee for the period of such absence.

## **17.06 Payment of Accumulated Sick Leave**

1. **Option #1 – Sick Leave Cash Out Upon Termination:**

Upon death, termination or retirement, an employee (or a deceased employee's beneficiary or estate) shall receive payment equal to twenty-five percent (25%) of such employee's then accrued and unused sick leave hours at the employee's last hourly rate of pay; provided, however, that under no circumstances may an employee's payment for accumulated sick leave exceed sixty-four (64) hours. The twenty-five percent (25%) payment will not be made for unused sick leave if an employee leaves the City during his or her new-hire probationary period.

2. **Option #2 - Annual Sick Leave Cash Out:**

After achieving a certain minimum sick leave balance, employees are able to cash out twenty-five percent (25%) of sick leave earned but not taken during a calendar year. The percentage of unused sick leave able to be cashed out will increase to fifty percent (50%) upon achieving a significantly higher sick leave balance. Sick leave cash out is elective. It is the employee's choice whether to participate in the sick leave cash out program.

**Note:** Once an employee utilizes Option #2 to participate in the annual sick leave cash out program, he/she will not be eligible for sick leave cash out under Option #1 (upon termination or retirement).

### **25% Cash Out:**

Upon achieving a sick leave balance of three-hundred (300) hours an employee shall be able to cash out twenty-five percent (25%) of the sick leave he/she accrued but did not use during the previous calendar year. The employee's sick leave balance will be reduced by the amount of leave cashed out. The employee shall be paid for sick leave use at his/her base rate of pay in effect as of December 31 of the year in which days are cashed out.

### **50% Cash Out:**

Upon achieving a sick leave balance of seven-hundred twenty (720) hours, an employee shall be able to cash out fifty percent (50%) of the sick leave he/she accrued but did not use during the previous calendar year. The employee's sick leave balance will be reduced by the amount of leave cashed out. The employee shall be paid for sick leave use at his/her base rate of pay in effect as of December 31 of the year in which days are cashed out.

### **17.07 On-The-Job Injury**

An employee who is eligible for sick leave accrual and is injured on the job, shall be paid during any resultant period of disability up to 120 days for each new and separate injury, in addition to, and prior to, the use of sick leave accumulations, as provided hereafter in this Section.

1. The employee's eligibility for payment and the extent thereof will be based on the determination of the State Industrial Insurance Division under the State Worker's Compensation Act.
2. The employee shall be paid an amount by the City which when combined with the payment received from the State Industrial Insurance Division will equal eighty-five percent (85%) of the employee's normal wage.
3. Such payments shall be made during the period of disability up to one-hundred twenty (120) days, and for as long thereafter as the employee's sick leave accruals provide, according to the following schedule:
  - a. Charges shall be made against sick leave accruals, if any, for the date of injury and for the three day waiting period not covered by the State Worker's Compensation Act. In addition, charges shall continue against sick leave accruals for the three (3) day waiting period until a determination of eligibility is received from the State Industrial Insurance Division.
  - b. If the employee is determined to be eligible, and the injury time loss exceeds fourteen (14) calendar days, then sick leave used during the three (3) day waiting period and any subsequent period shall be returned. Compensation shall be computed at the eighty-five percent (85%) level as provided above. The employee shall not be allowed to supplement the eighty-five percent (85%) level by utilizing sick leave or other paid leave during the period of eligibility.
  - c. After such payments during the initial one-hundred twenty (120) days of disability, charges shall be made against sick leave accruals, if any, at the rate of one-half (1/2) day per day for any further time loss due to the injury. Compensation shall continue at the eighty-five percent (85%) level as provided above;
  - d. Charges may be made against sick leave accruals, if any, in any case where the City of SeaTac is contesting that the injury occurred on the job. In the event the State determines in favor of the employee, sick leave so charged shall be re-credited to the employee's sick leave accrual balance and all payments in excess of the difference between eighty-five percent (85%) of the employee's regular pay and that received from the State shall be recovered by the City and may be deducted from future payments due the employee from the City;



- e. If an employee has received payments through the use of paid leave accruals while receiving payments from the State Industrial Insurance Division, the employee shall turn over the payments from the State to the City. Subsequently, the leave shall be credited back to the employee based on the compensation amount awarded by the State. Employees injured on-the-job shall be required to sign a waiver stating that pay shall be deducted in the event the State check is not turned over to the City.
- f. In the event eligibility for payment under the Worker's Compensation Act is denied by the State, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of injury.
- g. Upon making such payments as provided for in this Section, the City shall be subrogated to all rights of the employee against any third party who may be held liable for the employee's injuries to the extent necessary to recover the amount of payment made hereunder, provided that where actual recovery is made against a third party hereunder, sick leave charged against the employee's accruals shall be reccredited to the extent such funds reflect recovery for payments attributable to compensated sick leave;
- h. In order to limit the obligation of the City for each new and separate injury the City may require the employee to furnish medical proof or submit to a medical examination by the City at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the service of the City.
- i. Notwithstanding the foregoing, the City's obligation to supplement the income of an employee disabled by an on-the-job injury shall terminate upon the date on which the employee commences receiving disability benefits under any insurance plan paid by the City.

## ARTICLE 18 - VACATIONS

### 18.01 Accrual of Vacation Time

Each full-time regular employee shall be entitled to the following number of vacation days to be awarded on successful completion of the employee's probation period:

<u>First Year:</u>	During the first year of employment with the City, employees accrue 12 days of vacation per year (4 hours per pay period).
<u>Second Year:</u>	During the second year of employment, employees accrue 13 days of vacation per year (4.3334 hours per pay period).
<u>Third Year:</u>	During the third year of employment, employees accrue 14 days of vacation per year (4.6667 hours per pay period).
<u>Fourth and Fifth Years:</u>	During the fourth and fifth years of employment, employees accrue 15 days of vacation per year (5 hours per pay period).
<u>Sixth and Seventh Years:</u>	During the sixth and seventh years of employment, employees accrue 17 days of vacation per year (5.6667 hours per pay period).
<u>Eighth and Ninth Years:</u>	During the eighth and ninth years of employment, employees accrue 18 days of vacation per year (6 hours per pay period).
<u>Tenth and Eleventh Years:</u>	During the tenth and eleventh years of employment, employees shall accrue 19 days of vacation per year (6.3333 hours per pay period).
<u>Twelfth and Thirteenth Years:</u>	During the twelfth through thirteenth years of employment, employees shall accrue 20 days of vacation per year (6.6667 hours per pay period).
<u>Fourteenth and Fifteenth Years:</u>	During the fourteenth and fifteenth years of employment, employees shall accrue 21 days of vacation per year (7 hours per pay period).
<u>Sixteenth Year and thereafter:</u>	During the sixteenth year of employment and thereafter, employees accrue 22 days of vacation per year (7.3334 hours per pay period).

Employees shall be entitled to their base wage compensation during vacation time.

### 18.02 Accumulated Vacation Time

Each full-time employee shall be entitled to accumulate and to carry over into the following year any unused vacation time earned up to a maximum of the amount of vacation which the employee could have earned over a period of two (2) years. Any accumulated vacation time in excess of the amount of vacation which the employee could have earned over a period of two (2) years at his/her current rate of accrual shall expire. It is provided, however, that where an employee has vacation time that would expire because it is in excess of the accrual amounts, and where the employee has made reasonable requests over a reasonable length of time to use vacation time, and for which such requests have been denied because of the work requirements of the Employer, the employee shall be given a time extension to use such vacation time prior to the expiration of such vacation time, with the time extension being determined by the Employer but not being less than one month for each forty (40) hours of vacation time that would expire because of the denied requests to take vacation.

### **18.03 When Vacation May Be Taken**

New employees may take vacation after they have successfully completed their probation period. Vacation may be taken for any reason that sick leave may be used after exhaustion of sick leave benefits. Vacations shall be approved by the Department Head, or City Manager, to ensure the least possible interference with operations of the City. Weekends which are not part of an employee's normal work schedule, and holidays shall not be counted as vacation days.

### **18.04 Payment of Accumulated Vacation Time**

Upon death, termination or retirement an employee (or a deceased employee's beneficiary or estate) shall receive payment equal to such employee's then accrued and unused vacation time at the employee's current hourly rate of pay; provided, however, that under no circumstances may an employee's payment for accumulated vacation time exceed the amount of vacation time which the employee could have earned over a period of two (2) years at his/her current rate of accrual.

## **ARTICLE 19 – HOLIDAYS**

**19.01** All full-time regular employees shall be granted holidays with pay on those days declared to be legal holidays by state law, which are presently the following days:

1. The first day of January, commonly called New Year's Day;
2. The third Monday of January, being celebrated as the anniversary of the birth of Martin Luther King, Jr.;
3. The third Monday of February, to be known as President's Day and to be celebrated as the anniversary of the birthdays of Abraham Lincoln and George Washington;
4. The last Monday of May, commonly known as Memorial Day;
5. The fourth day of July, being the anniversary of the Declaration of Independence;
6. The first Monday in September, to be known as Labor Day;
7. The eleventh day of November, to be known as Veterans' Day;
8. The fourth Thursday in November, to be known as Thanksgiving Day;
9. The day immediately following Thanksgiving Day;
10. The twenty-fifth day of December, commonly called Christmas Day;
11. One paid "floating" holiday per year, after completion of one year with the City, at a time to be approved by the Department Head or designee. This holiday must be used within the year granted.

**19.02** Employees who work on an observed Holiday shall be paid at one and one-half (1/2) times normal rate of pay in addition to the paid holiday.

## **ARTICLE 20 - TRAINING**

### **20.01 Reimbursement of Training Costs.**

It is the policy of the City to provide and encourage training opportunities, including attendance at workshops and seminars, for as many regular employees as possible, within budget appropriations subject to prior approval by the Department Head. The objective of this policy is to encourage and motivate employees to improve their personal capabilities in the performance of their assigned duties. Tuition and fees for such approved training will be reimbursed upon verification of successful completion of the training.

- 20.02** Training, tests and renewal fees for employees to maintain certifications, licenses and permits necessary for the performance of their duties and responsibilities will be paid by the City and shall have priority over training designed to enhance skills and improve job performance.

## **ARTICLE 21 - OTHER LEAVES**

### **21.01 Military Leave.**

1. The City and the Union acknowledge their mutual responsibility for compliance with the Uniformed Services Employment and Reemployment Act of 1994 and the laws of the State of Washington regarding Veterans as outlined in RCW 38.40.060.
2. Every employee who is a member of the Washington National Guard or of the United States Armed Forces or Reserves shall be granted military leave, with compensation, for a period not exceeding fifteen (15) calendar days during each military year as designated by law.
3. Military leave shall be granted in order that the employee may engage in officially ordered military duty and while going to or returning from such duty. Such military leave is in addition to vacation leave benefits.
4. Additionally, any employee, who is a member of the Washington National Guard and who is ordered to active duty, shall be reinstated thereafter as provided for under applicable law.

### **21.02 Jury Duty Leave.**

Upon presentation to the Department Head of a summons for jury duty, an employee shall be granted jury duty leave for such period of time as the employee is required to serve on jury duty. During such leave, the employee will be paid his or her regular compensation. Any pay that the employee receives for jury duty shall be turned over to the employer.

### **21.03 Bereavement Leave.**

Every full-time regular employee shall be entitled to three (3) working days of bereavement leave due to death of the employee's spouse, parents, step-parents, grandparents, children, grandchildren, brother, sister, or the employee's spouse's parents or children. An employee shall promptly report to the Department Head any death necessitating the use of bereavement leave. Upon return to work, the employee shall, if the Department Head so requires, and the City Manager concurs, supply a copy of a death certificate or obituary notice.

In relationships other than those set forth above, or in cases where an employee is responsible for funeral arrangements, bereavement leave may be granted by the employing official upon request.

### **21.04 Leave Without Pay**

The City Manager may grant a leave of absence up to one (1) year without pay in appropriate circumstances and consistent with the City's best interests. In order to apply, employees must submit a written request to their Department Head, who shall forward the request with comments to the City Manager for a final decision. Vacation Leave and Compensatory Time shall be exhausted before the employee will be granted leave without pay. Said employee shall not accrue vacation or sick leave, nor shall he/she continue to receive health or life insurance benefits during said leave, except that the employee may pay the full premiums for said benefits one (1) month in advance for the period of said leave.

### **21.05 Family Leave**

The City complies with the federal Family Medical Leave Act (FMLA) and applicable state laws related to family and medical leave. When possible, except in cases of unexpected events, requests for family leave should be submitted to an employee's immediate supervisor at least thirty (30) days prior to the date leave is expected to commence.

### **21.06 Union Leave Bank**

Each employee shall be allowed to donate up to two (2) hours of vacation time per year to a Union Leave Bank in accordance with the following provisions:

1. Not more than one-hundred twenty (120) hours shall be donated to the Bank in a calendar year.
2. The amount of leave in the Bank at any given time shall not exceed one-hundred twenty (120) hours.
3. Any leave carried over from one calendar year to the following shall count towards the maximum 120 hour donation for that following year.
4. The leave shall be used by Elected Officials or Representatives of the Union to attend official Union functions or conduct Union business.
5. Use of this leave shall be in accordance with the use of vacation time, and as such, shall require Department Head approval.
6. Any use of the Leave Bank shall be authorized by the Union, and the Union will communicate its authorization to the Employer,
7. Not more than one employee per department may utilize the Union Leave Bank at the same time.

## **ARTICLE 22 – LEAVING SHARING PROGRAM**

A leave sharing program is hereby established for the purpose of permitting City employees, at no additional cost to the City other than the administrative costs of administering the program, to come to the aid of a fellow City employee who is suffering from, or has a relative or household member suffering from, an extraordinarily, severe or catastrophic illness, injury, impairment, or physical or mental condition involving extended absence (usually a month or longer) because of such illness, injury, impairment, or physical or mental condition, the direct result of which has caused, or is likely to cause, the employee to take leave without pay or to terminate his or her employment. It is provided, however, that if the shared leave is to assist an employee who is caring for a relative or household member, it must be demonstrated that no reasonable alternative exists, and that the employee's presence in caring for the relative or household member is necessary. Shared leave shall be administered in accordance with the Employee Handbook.

## **ARTICLE 23 - PART-TIME EMPLOYEE BENEFITS**

The employee benefits for regular part-time employees covered by this agreement shall be as follows: All part-time employees shall receive ten percent (10%) of base pay in lieu of all leave benefits. Those employees working twenty (20) hours or more shall receive the option of having pro-rated premiums paid for the medical, dental, and vision benefits, based on the number of hours worked in the preceding month. All part-time employees shall be eligible for unpaid leave to be approved based on the criteria for sick leave or vacation leave, whichever may be most appropriate.

## **ARTICLE 24 - VACANCIES**

**24.01** When a vacancy is created within the bargaining unit, other than a temporary vacancy, the employer may, if it so chooses, fill such vacancy by transfer, voluntary demotion and/or a promotion. The following procedures will apply in filling bargaining unit vacancies:

1. The employer will post vacancies in-house for a period of five (5) working days.
2. If three (3) or more in-house applicants meet the minimum qualifications for the position, they will be given the opportunity to participate in an in-house selection process. If there are less than three (3), it is the employer's option whether to proceed with an in-house process, or to recruit additional outside applicants. Those in-house candidates who meet the minimum qualifications will be given the opportunity to participate in the selection process.
3. The employer will not require in-house candidates to complete standard City applications, but may require them to supplement application or other job history materials currently on file in the Human Resources Department. Selection procedures shall be job related.
4. At the conclusion of the in-house selection process, the hiring authority will consider all candidates who passed each phase of the selection process. The hiring authority will then choose to hire one (1) of the in-house candidates or to recruit and test candidates who are not currently City employees.
5. The same test will be given to all applicants for the same vacancy.
6. The employee shall have the right to review his/her test(s) and rating sheets used during the testing process.

**24.02** Upon reclassification to a position at a higher salary range, the employee shall be placed at a step, which is at least 5%, higher than that which is currently paid the employee, but not less than the beginning of the new range.

## **ARTICLE 25 - INITIAL HIRE OR PROMOTION PROBATION**

**25.01** New full-time regular employees shall serve a probationary period during their first six (6) months of employment, which may be extended based on mutual agreement of the parties. During this time, any terminations are not grievable through the grievance procedure. Part-time regular employees shall serve a probation period of one-thousand forty (1,040) hours or one (1) year, whichever is less.

**25.02** Existing full-time regular City employees who are promoted shall serve a six (6) month promotional probationary period. Part-time regular employees shall serve a promotional probation period of one-thousand forty (1,040) hours. In the event a promoted employee fails to pass promotional probation, the employee shall be eligible to return to his/her previous position. If the employee voluntarily chooses to revert to his/her previous position within the promotional probation, the employee may do so if the position is vacant. If the position no longer exists, the individual will then be appointed to the next available vacant position in the classification from which he/she was previously promoted and passed probation, or any other position in the

bargaining unit for which the employee is qualified; in the case of the latter, a six (6) month promotional probationary period will be required.

## **ARTICLE 26 - RECLASSIFICATIONS**

- 26.01** During the term of this Agreement, employees who believe their jobs are not properly classified may request a job audit from the Human Resources Department. The request shall be submitted using the appropriate form to the employee's Department Head. The Department Head shall complete his/her section of the form and forward to the Human Resources Department within thirty (30) days. The Human Resources Department will apply the following criteria in evaluating reclassification requests:
1. Changed duties that may result from additions, expansions or reductions of responsibilities.
  2. Changed qualifications or training for the positions.
  3. Consolidation or reassignment of duties which significantly change the positions.
- 26.02** The Human Resources Department shall review the request and make a recommendation, with supporting rationale, to the City Manager who shall approve or disapprove the reclassification.
- 26.03** If the employee's position is placed in a higher classification following the requested review, the employee will be paid at the higher classification level retroactive to thirty (30) days following receipt of the request by the Human Resources Department.
- 26.04** Upon reclassification in accordance with Section 26.01, to a classification with a higher salary range, the employee shall be placed at a step, which is at least five percent (5%) higher than that which is currently paid the employee, but not less than the beginning of the new range.

## **ARTICLE 27 - REDUCTION IN FORCE**

### **27.01 Authorization of Reduction.**

1. The City, in its discretion, shall determine whether layoffs are necessary due to lack of work, lack of funds, or considerations of efficiency. Any ordered reduction in force shall specify which positions within classifications allocated by the Classification Plan shall be vacated and employees holding those positions shall be laid off.
2. Any employee who receives an involuntary reduction in their working hours due to 27.01 (1) above shall be considered a RIF'ed employee.

### **27.02 Order of Layoffs.**

When a reduction in force vacates a class which consists of only one (1) position, filled by one (1) employee, that employee shall be laid off. If a class consists of more than one (1) position or more than one (1) employee, and not all of the positions will be vacated, then the order of layoff of employees shall be on the basis of continuous service in that classification. An employee to be laid off shall be given written notice not less than thirty (30) days prior to the effective date of the layoff.

- 27.03** If an employee selected for layoff or any employee bumped because of a reduction in force has more seniority than any employee in the next lower classification in a classification series as defined in Attachment C, and the employee is qualified to perform the duties of the lower classification, the employee may bump the least senior employee of that lower classification. Provided that this provision shall not be construed to allow any employee with more seniority to be bumped by an employee with less seniority. For the purpose of this paragraph, a lower classification shall mean any employment classification in the City for which the monthly salary is less than the monthly salary of the classification from which the employee was laid off or bumped.
- 27.04** In addition to the above rights, an employee may displace a less senior employee in a job classification that the RIFed employee held in the past, provided that the employee successfully passed his/her probationary period in the previous job and meets the current minimum requirements for the job.
- 27.05 Recall.**  
Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled. Furthermore, they may be required to take a physical examination for those classifications requiring such examination at time of initial hire.
- Employees eligible for recall shall receive thirty (30) days notice of recall. Such notice shall be by certified mail and the employee must notify the City of his/her intention to return within five (5) working days after receiving the notice of recall. It is the obligation and responsibility of the employee to provide the City with his/her latest mailing address. Failure to respond to a notice of recall shall waive an employee's rights to recall.
- 27.06** Any employee who is recalled or who is bumped to a lower classification shall be placed at the same salary step that he/she was at prior to being laid off or being bumped with the employee being given credit for time served within that salary step.

## **ARTICLE 28 - HEALTH AND SAFETY**

- 28.01** All work shall be done in a safe, competent, professional manner, and in accord with state, federal and City safety codes and with policies, ordinances and rules relating to safety in the workplace.
- 28.02** It shall not be considered a violation of this Agreement if any employee refuses to work with unsafe equipment; where proper safety equipment and/or safety training has not been provided; and/or when the facilities and services are not being maintained in a reasonably sanitary and/or safe condition.
- 28.03** All Employees shall immediately report all unsafe equipment and/or conditions or safety in the workplace concerns to his/her supervisor upon becoming aware of those conditions. Failure to do so may result in disciplinary action.
- 28.04** The Employer will furnish all employees personal protective equipment necessary to perform their assigned jobs or duties in accordance with the Safety Standards of the State of Washington. All employees will be required to wear said equipment when performing assigned work. Failure to do so may result in disciplinary action.



- 28.05** Employees required to wear steel-toed protective boots shall be provided purchase credit vouchers or reimbursement for such boots. This credit/reimbursement shall be \$180.00 every two (2) years; however, when an employee is able to demonstrate the need for repair or purchase due to damage or wear, the City will provide reimbursement up to \$180.00 per year.

## **ARTICLE 29 - SUBSTANCE ABUSE POLICY**

- 29.01** City of SeaTac and AFSCME Local 3830 recognize that drug use and alcohol abuse by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate illegal drug usage and alcohol abuse through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the employers' work sites and/or while an employee is on duty, nor shall employees be permitted to be affected by or under the influence of drugs and/or alcohol while on the job.
- 29.02** All employees shall be fully informed of the City's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the employer shall inform the employees on how the tests are conducted, what the tests can determine and the consequence of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her.
- 29.03** Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the employer provided the request for assistance is not preceded by an act of gross negligence which could have or has caused harm or damage to the City, its employees, the public, and/or City equipment. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program. Discipline shall be as per this agreement.
- 29.04** Except as required by state or federal law, including requirements for the Commercial Drivers License (CDL) employees shall not be subject to random medical testing involving urine or blood analysis or similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing probable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo tests consistent with the Personnel Policy.
- 29.05** It shall be the employee's responsibility to inform his/her supervisor of instances where he/she is taking prescriptive drugs or over-the-counter drugs which could impair their mental and/or physical abilities to perform bona fide occupational qualifications. Supervisors may ask for physician's statements of work-related restrictions the physician advises.

### **ARTICLE 30 - MILEAGE REIMBURSEMENT**

Employees who are required to operate their personal vehicles in the performance of their duties for the Employer will be paid a vehicle expense allowance in an amount equal to the expense per mile reimbursement which the Internal Revenue Service allows without supporting records for the calendar year the expense was incurred. The reimbursement must be requested by the employee. It is provided however that requests for reimbursement shall be accumulated until either (1) the total amount to be reimbursed is at least twenty-five dollars (\$25.00), or (2) the reimbursements have been accumulated for a period of three (3) months.

### **ARTICLE 31 - TEMPORARY EMPLOYEES**

Temporary (or seasonal) employees shall be considered employees hired to work no more than nine (9) months in any twelve (12) months. Temporary employees shall not be used to supplant or replace bargaining unit employees. The City shall notify the Local Union President of all temporaries performing bargaining unit work. All time constraints held herein shall be based on the position and shall not be started over should another person be placed in the temporary position. Exceptions to this can be made upon signed mutual agreement between the parties.

### **ARTICLE 32 - SAVINGS CLAUSE**

If any Article of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall on request of either party enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory resolution of such Article.

### **ARTICLE 33 - ENTIRE AGREEMENT**

The agreement expressed here in writing constitutes the entire agreement between the parties and no express or implied statement or previously written or oral statement shall add to or supersede any of its provisions.

**ARTICLE 34 - DURATION OF AGREEMENT**

THIS AGREEMENT shall be in full force and effect from January 1, 2003 and shall continue through December 31, 2005.

IN WITNESS WHEREOF the parties hereto signed and executed the above and foregoing Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

CITY OF SEATAC

By \_\_\_\_\_  
Bruce A. Rayburn City Manager  
City of SeaTac, Washington

By \_\_\_\_\_  
Joe Brennan, Deputy Mayor

WASHINGTON STATE COUNCIL OF  
COUNTY & CITY EMPLOYEES,  
LOCAL 3830

By \_\_\_\_\_  
Donna Locher, President  
Washington State Council of  
County and City Employees  
Local 3830

By \_\_\_\_\_  
Laura Wentworth, Staff  
Representative, AFSCME Council 2

Approved as to Form

\_\_\_\_\_  
Robert L. McAdams, City Attorney